IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 1165 OF 2006

Bansilal Gaziprasad Jayswal .. Petitioner.

vs.

M/s. Gujrat Metal Supplier

& Ors. .. Respondents.

Mr. Ramesh Dubey-Patil i/by Ajay Misar & Co.

for petitioner.

Mr. G.W. Mattos AGP., for respondents.

CORAM : S.U. KAMDAR, J.

DATE : 24th April, 2006.

P.C.:

. The present petition is filed challenging the order passed by the Presiding Officer, 6th Labour Court, Mumbai dated 1.2.2006. By the said order the application of the petitioner-employee that he should not be removed from possession of the premises which has been given to him as service quarters has been rejected. It is his contention that under the provisions of Section 33A(a) and (b) of the Industrial Disputes Act, 1947 the conditions of service cannot be changed during the pendency of

the proceedings and it is thus submitted that providing for the service quarters being one of the terms and conditions of service, the same could not be altered till the disposal of the application challenging his termination which is pending before the Industrial Court.

2. In my opinion, the reliance placed on section 33 a (a) is totally misconceived. The provisions merely provide for adjudication whether there is a breach of any terms and conditions of service as contemplated under Section 33 of the said Act. Thus in fact the relevant provisions are not S. 33A but S. 33 of the said Act. The said Section 33 inter alia provides that during pendency of any conciliation proceedings both conciliation officer or Board or during pendency of any proceedings before the Labour Court or Tribunal in respect of any industrial dispute then matter connected with such dispute should not be altered to the prejudice of the workman concerned in such dispute or the conditions of service applicable to them immediately before the commencement of such proceedings. The sub-clause (b) thereof further provides that such a workman can not be discharged or punished by dismissal or otherwise save with the express permission of the authority before whom the said proceedings are pending. In my opinion, in cases where a person is already terminated from

service the question of changing his terms and conditions of service cannot arise. In the present case, the dispute pending before the Court is whether the termination of the petitioner is legal or not. Once his services are terminated, in my opinion, all the terms and conditions of service comes to an end and he is not entitled to continue to be in possession of the service quarters which is allotted to him as a service condition. The provisions of section 33 (a) and (b) of S.33A are not applicable to the case of the petitioner where his services are already terminated and that he is being sought to be evicted from the premises on the ground that on the termination of service he is not entitled to continue to occupy the premises which are granted to him as service quarters. Furthermore in the present case the Labour Court has held that the petitioner is claiming a tenancy or licence for occupation of the said premises and the Labour Court has no jurisdiction to entertain such a dispute about the tenancy or licence of the premises. In my opinion, the view expressed by the Labour Court is legal and valid. In that light of the aforesaid, the order passed by the Presiding Officer, 6th Labour Court, Bombay, does not require any interference in writ jurisdiction under Article 226 of the Constitution of India. Writ Petition fails and is accordingly dismissed. No order as to costs.